

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE NATIONAL PRESCRIPTION
OPIATE LITIGATION

This document relates to:

*The Blackfeet Tribe of the Blackfeet Indian
Reservation. v. Amerisourcebergen Drug
Corporation, et al.*

Case No. 18-op-45749

MDL No. 2804

Case No. 17-md-2804

Hon. Dan Aaron Polster

**DEFENDANT ALLERGAN FINANCE, LLC'S ANSWER, DEFENSES, AND DEMAND
FOR JURY TRIAL**

Defendant Allergan Finance, LLC* files this Answer to Plaintiffs' Corrected First Amended Complaint.

The following matters are incorporated by reference into Allergan Finance, LLC's response to each paragraph of the Complaint.

- The Complaint contains purported references to documents and third-party publications and statements that have often been excerpted, paraphrased, characterized, and otherwise taken out of context. These documents and third-party publications and statements should be considered, if at all, in context and in unmodified form, and Allergan Finance, LLC respectfully refers the Court to the respective materials for their accurate and complete contents.
- Except as otherwise expressly stated herein, Allergan Finance, LLC expressly denies each and every allegation contained in the Complaint, including without limitation any allegations contained in the preamble, unnumbered paragraphs, headings, subheadings, table of contents, footnotes, and exhibits of the Complaint, and specifically denies any liability to Plaintiffs.
- Allergan Finance, LLC reserves the right to seek to amend and supplement its Answer as may be appropriate or necessary.

1. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 1, and therefore denies the same.

INTRODUCTION

2. Allergan Finance, LLC admits that prescription opioids include name-brand and generic opioids that are pain reducing medicines. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to

* Allergan Finance, LLC's indirect parent corporation, Defendant Allergan plc ("Allergan plc"), is an Irish corporation that is not subject to personal jurisdiction in the United States for the reasons explained in its pending motion to dismiss for lack of personal jurisdiction in the Track 1 cases (ECF No. 1258). Allergan plc has not been served in this case, nor has it received a waiver of service request from Plaintiff. Accordingly, Allergan plc does not join this answer. Should it become necessary at a later date, Allergan plc will file an answer and affirmative defenses.

form a belief as to the truth of the remaining allegations in paragraph 2, and therefore denies the same.

3. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 3, and therefore denies the same.

4. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4, and therefore denies the same.

5. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5, and therefore denies the same.

6. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6, and therefore denies the same.

7. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7, and therefore denies the same.

8. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8, and therefore denies the same.

9. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 9, and therefore denies the same.

10. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 10, and therefore denies the same.

11. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 11, and therefore denies the same.

12. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 12, and therefore denies the same.

13. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 13, and therefore denies the same.

14. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 14, and therefore denies the same.

15. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 15, and therefore denies the same.

16. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 16, and therefore denies the same.

17. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 17, and therefore denies the same.

18. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 18, and therefore denies the same.

19. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 19, and therefore denies the same.

20. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 20, and therefore denies the same.

21. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 21, and therefore denies the same.

22. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 22.

23. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 23, and therefore denies the same.

JURISDICTION AND VENUE

24. The allegations of paragraph 24 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 24.

25. The allegations of paragraph 25 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 25.

26. The allegations of paragraph 26 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 26.

27. The allegations of paragraph 27 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 27.

28. The allegations of paragraph 28 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 28.

29. The allegations of paragraph 29 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 29.

PARTIES

I. PLAINTIFFS

30. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 30.

31. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 31.

32. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 32.

33. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 33.

34. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 34, and therefore denies the same.

35. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 35, and therefore denies the same.

36. The allegations of paragraph 36 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 36.

II. DEFENDANTS

A. Marketing Defendants

37. Allergan Finance, LLC admits that its current or former affiliates have manufactured, marketed, and sold Kadian® and Norco® at various times. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 37, and therefore denies the same.

1. Purdue Entities

38. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 38.

39. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 39.

40. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 40.

41. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 41.

42. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 42.

43. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 43.

44. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 44.

2. Actavis Entities

45. Allergan Finance, LLC admits that Allergan plc is a public limited company incorporated in Ireland with its principal place of business in Dublin, Ireland. Allergan Finance,

LLC denies that Actavis plc acquired Allergan plc in March 2015. Allergan Finance, LLC denies that Actavis, Inc. acquired Watson Pharmaceuticals, Inc.; Allergan Finance, LLC is formerly known as Actavis, Inc., which was formerly known as Watson Pharmaceuticals, Inc. Allergan Finance, LLC denies that Watson Laboratories, Inc., Actavis Pharma, Inc. and Actavis LLC are owned by Allergan plc. Watson Laboratories, Inc., Actavis Pharma, Inc. and Actavis LLC are part of the Teva corporate family, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 45.

46. Allergan Finance, LLC admits that its current or former subsidiaries have sold Kadian® and Norco®. Allergan Finance, LLC denies the remaining allegations of paragraph 46.

3. Cephalon Entities

47. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 47.

48. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 48.

49. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 49.

50. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 50.

4. Janssen Entities

51. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 51.

52. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 52.

53. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 53.

54. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 54.

55. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 55.

56. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 56.

57. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 57.

58. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 58.

59. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 59.

60. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 60.

61. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 61.

5. Endo Entities

62. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 62.

63. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 63.

64. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 64.

65. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 65.

66. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 66.

67. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 67.

68. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 68.

6. Insys Therapeutics

69. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 69.

70. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 70.

71. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 71.

72. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 72.

73. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 73.

7. Mallinckrodt Entities

74. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 74.

75. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 75.

76. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 76.

77. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 77.

78. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 78.

79. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 79.

80. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 80.

B. Distributor Defendants

81. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 81.

1. Cardinal Health, Inc

82. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 82.

2. McKesson Corporation

83. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 83.

84. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 84.

3. AmerisourceBergen Drug Corporation

85. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 85.

4. CVS Entities

86. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 86.

5. Walgreens Entities

87. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 87.

6. Walmart Inc.

88. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 88.

7. Advantage Logistics

89. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 89.

8. Albertson's LLC

90. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 90.

9. Anda Pharmaceuticals, Inc.

91. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 91.

10. Associated Pharmacies, Inc.

92. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 92.

11. Dakota Drug, Inc.

93. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 93.

12. Smith's Food & Drug Centers, Inc.

94. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 94.

95. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 95.

96. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 96.

97. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 97.

C. Agency and Authority

98. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 98, and therefore denies the same.

FACTUAL ALLEGATIONS

I. Facts Common to All Claims

A. Opioids and Their Effects

99. Allergan Finance, LLC admits that prescription opioids are generally indicated to treat pain. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 99, and therefore denies the same.

100. Allergan Finance, LLC admits that the medicinal properties of opioids have been recognized for millennia—as well as their potential for abuse and addiction. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 100, and therefore denies the same.

101. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 101, and therefore denies the same.

102. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 102, and therefore denies the same.

103. Allergan Finance, LLC denies that prescription opioid medicines are similar to illicit drugs. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 103, and therefore denies the same.

104. Allergan Finance, LLC admits that some prescription opioids are regulated as Schedule II controlled substances by the DEA. Allergan Finance, LLC lacks knowledge or

information sufficient to form a belief as to the truth of the remaining allegations in paragraph 104, and therefore denies the same.

105. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 105, and therefore denies the same.

106. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 106.

107. Allergan Finance, LLC admits that the strength of opioids is occasionally described in terms of morphine milligram equivalents (“MME”). Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 107, and therefore denies the same.

108. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 108.

109. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 109, and therefore denies the same.

110. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 110, and therefore denies the same.

111. Allergan Finance, LLC admits that Kadian is a long-acting opioid indicated for the management of pain severe enough to require daily, around-the-clock, long-term opioid treatment and for which alternative treatment options are inadequate. Allergan Finance, LLC denies the

remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 111, and therefore denies the same.

112. Allergan Finance, LLC admits that opioids can cause respiratory depression. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 112, and therefore denies the same.

113. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 113, and therefore denies the same.

114. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 114, and therefore denies the same.

B. The Resurgence of Opioid Use in the United States

1. The Sackler Family Integrated Advertising and Medicine

115. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 115, and therefore denies the same.

116. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 116.

117. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 117.

118. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 118.

119. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 119.

120. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 120.

2. Purdue and the Development of OxyContin

121. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 121.

122. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 122.

123. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 123.

124. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 124.

125. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 125.

126. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 126.

127. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 127.

128. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 128.

129. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 129.

130. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 130.

131. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 131.

132. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 132.

3. Other Marketing Defendants Leapt at the Opioid Opportunity

133. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 133, and therefore denies the same.

134. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 134.

135. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 135.

136. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 136.

137. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 137.

138. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 138.

139. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 139.

140. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 140, and therefore denies the same.

C. Defendants' Conduct Created an Abatable Public Nuisance

141. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 141, and therefore denies the same.

142. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 142, and therefore denies the same.

143. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 143, and therefore denies the same.

D. The Marketing Defendants' Multi-Pronged Scheme to Change and Sustain Prescriber Habits and Public Perception and Increase Demand for Opioids

144. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 144, and therefore denies the same.

145. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 145, and therefore denies the same.

146. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 146, and therefore denies the same.

1. The Marketing Defendants Promoted Multiple Falsehoods About Opioids

147. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 147, and therefore denies the same.

148. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 148, and therefore denies the same.

149. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 149, and therefore denies the same.

a. Falsehood #1: The risk of addiction from chronic opioid therapy is low

150. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 150, and therefore denies the same.

151. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 151, and therefore denies the same.

152. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 152.

i. Purdue's misrepresentations regarding addiction risk

153. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 153.

154. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 154.

155. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 155.

156. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 156, and therefore denies the same.

157. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 157.

158. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 158, and therefore denies the same.

159. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 159, and therefore denies the same.

160. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 160.

161. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 161.

162. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 162.

163. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 163.

164. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 164.

165. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 165.

166. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 166.

167. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 167.

168. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 168.

169. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 169.

170. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 170.

171. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 171.

172. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 172.

ii. Endo's misrepresentations regarding addiction risk

173. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 173.

174. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 174.

175. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 175.

176. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 176.

177. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 177.

178. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 178.

179. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 179.

180. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 180.

iii. Janssen's misrepresentations regarding addiction risk

181. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 181.

182. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 182.

183. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 183.

184. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 184.

185. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 185.

186. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 186.

187. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 187.

188. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 188.

189. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 189.

iv. Cephalon's misrepresentations regarding addiction risk

190. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 190.

191. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 191.

192. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 192.

v. Actavis's misrepresentations regarding addiction risk

193. Allergan Finance, LLC admits that its former subsidiary acquired Kadian® in December 2008. The marketing piece cited in paragraph 193 is a March 2007 marketing piece copyrighted by Alpharma Branded Products Division Inc, an entity unrelated to Allergan Finance, LLC. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 193, and therefore denies the same.

194. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 194, and therefore denies the same.

195. Allergan Finance, LLC admits that its former subsidiary acquired Kadian® in December 2008. The “market study” cited in footnote 61 is from December 2007, prior to Allergan Finance, LLC’s ownership. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 195, and therefore denies the same.

196. Plaintiffs do not provide a citation for the quoted language in paragraph 196. Allergan Finance, LLC denies that it ever deceptively represented that Kadian is more difficult to abuse and less addictive than other opioids. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 196, and therefore denies the same.

vi. Mallinckrodt’s misrepresentations regarding addiction risk

197. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 197.

198. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 198.

199. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 199.

200. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 200.

201. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 201, and therefore denies the same.

b. Falsehood #2: To the extent there is a risk of addiction, it can be easily identified and managed

202. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 202, and therefore denies the same.

203. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 203.

204. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 204.

205. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 205.

206. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 206.

207. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 207.

208. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 208.

209. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 209, and therefore denies the same.

c. Falsehood #3: Signs of addictive behavior are “pseudoaddiction,” requiring more opioids

210. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 210, and therefore denies the same.

211. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 211, and therefore denies the same.

212. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 212.

213. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 213.

214. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 214.

215. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 215.

216. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 216.

217. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 217.

218. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 218.

219. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 219.

220. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 220.

d. Falsehood #4: Opioid withdrawal can be avoided by tapering

221. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 221, and therefore denies the same.

222. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 222.

223. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 223.

224. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 224, and therefore denies the same.

e. **Falsehood #5: Opioid doses can be increased without limit or greater risks**

225. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 225, and therefore denies the same.

226. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 226, and therefore denies the same.

227. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 227.

228. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 228.

229. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 229.

230. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 230.

231. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 231.

232. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 232.

233. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 233.

234. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 234.

235. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 235.

236. Allergan Finance, LLC admits that higher doses of opioids may pose greater risks and the label for Kadian advises doctors to “[u]se the lowest effective dosage for the shortest duration consistent with individual patient treatment goals.” Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 236, and therefore denies the same.

f. Falsehood #6: Long-term opioid use improves functioning

237. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 237, and therefore denies the same.

238. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 238.

239. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 239.

240. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 240.

241. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 241.

242. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 242.

243. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 243.

244. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 244.

245. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 245.

246. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 246.

247. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 247.

248. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 248.

249. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 249.

250. Allergan Finance, LLC admits that one of its former subsidiaries received a warning letter in 2010. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 250, and therefore denies the same.

251. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 251.

252. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 252.

253. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 253.

g. Falsehood #7: Alternative forms of pain relief pose greater risks than opioids

254. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 254, and therefore denies the same.

255. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 255, and therefore denies the same.

256. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 256.

257. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 257.

258. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 258.

259. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 259.

260. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 260.

261. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 261.

262. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 262.

263. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 263, and therefore denies the same.

h. Falsehood #8: OxyContin provides twelve hours of pain relief

264. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 264.

265. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 265.

266. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 266.

267. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 267.

268. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 268.

269. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 269.

270. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 270.

271. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 271.

272. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 272.

273. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 273.

274. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 274.

275. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 275.

i. **Falsehood #9: New formulations of certain opioids successfully deter abuse**

276. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 276, and therefore denies the same.

277. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 277.

**i. Purdue's deceptive marketing of reformulated
OxyContin and Hysingla ER**

278. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 278.

279. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 279.

280. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 280.

281. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 281.

282. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 282.

283. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 283.

284. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 284.

285. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 285.

286. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 286.

287. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 287.

288. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 288.

289. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 289.

ii. Endo's deceptive marketing of reformulated Opana ER

290. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 290.

291. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 291.

292. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 292.

293. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 293.

294. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 294.

295. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 295.

296. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 296.

297. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 297.

298. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 298.

299. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 299.

300. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 300.

301. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 301.

302. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 302.

303. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 303.

304. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 304.

305. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 305.

306. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 306.

307. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 307.

308. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 308.

309. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 309.

310. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 310.

311. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 311.

312. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 312.

**iii. Other Marketing Defendants' misrepresentations
regarding abuse deterrence**

313. Allergan Finance, LLC admits that the cited document, which contains the disclaimer that “[t]his information is not to be used for sales or marketing purposes,” contains the quoted language. Allergan Finance, LLC denies remaining the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 313, and therefore denies the same.

314. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 314.

315. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 315.

316. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 316, and therefore denies the same.

317. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 317, and therefore denies the same.

2. The Marketing Defendants Disseminated Their Misleading Messages About Opioids Through Multiple Channels

318. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 318, and therefore denies the same.

319. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 319, and therefore denies the same.

a. The Marketing Defendants Directed Front Groups to Deceptively Promote Opioid Use

320. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 320, and therefore denies the same.

321. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 321, and therefore denies the same.

322. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 322, and therefore denies the same.

323. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 323, and therefore denies the same.

324. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 324, and therefore denies the same.

i. American Pain Foundation

325. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 325.

326. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 326.

327. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 327.

328. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 328, and therefore denies the same.

329. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 329, and therefore denies the same.

330. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 330.

331. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 331, and therefore denies the same.

332. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 332, and therefore denies the same.

ii. American Academy of Pain Medicine and the American Pain Society

333. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 333, and therefore denies the same.

334. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 334, and therefore denies the same.

335. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 335, and therefore denies the same.

336. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 336, and therefore denies the same.

337. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 337, and therefore denies the same.

338. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 338, and therefore denies the same.

339. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 339, and therefore denies the same.

340. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 340, and therefore denies the same.

341. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 341, and therefore denies the same.

342. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 342, and therefore denies the same.

343. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 343, and therefore denies the same.

344. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 344, and therefore denies the same.

iii. FSMB

345. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 345, and therefore denies the same.

346. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 346, and therefore denies the same.

347. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 347, and therefore denies the same.

348. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 348, and therefore denies the same.

349. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 349, and therefore denies the same.

350. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 350, and therefore denies the same.

iv. The Alliance for Patient Access

351. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 351, and therefore denies the same.

352. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 352, and therefore denies the same.

353. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 353, and therefore denies the same.

354. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 354, and therefore denies the same.

355. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 355, and therefore denies the same.

356. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 356, and therefore denies the same.

357. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 357, and therefore denies the same.

358. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 358, and therefore denies the same.

v. The U.S. Pain Foundation (“USPF”)

359. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 359, and therefore denies the same.

vi. American Geriatrics Society (“AGS”)

360. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 360, and therefore denies the same.

361. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 361, and therefore denies the same.

362. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 362, and therefore denies the same.

363. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 363, and therefore denies the same.

b. The Marketing Defendants Paid Key Opinion Leaders to Deceptively Promote Opioid Use

364. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 364, and therefore denies the same.

365. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 365, and therefore denies the same.

366. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 366, and therefore denies the same.

367. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 367, and therefore denies the same.

368. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 368, and therefore denies the same.

369. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 369, and therefore denies the same.

370. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 370, and therefore denies the same.

371. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 371, and therefore denies the same.

i. Dr. Russell Portenoy

372. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 372, and therefore denies the same.

373. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 373.

374. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 374, and therefore denies the same.

375. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 375.

376. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 376, and therefore denies the same.

377. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 377, and therefore denies the same.

378. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 378.

379. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 379.

ii. Dr. Lynn Webster

380. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 380, and therefore denies the same.

381. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 381.

382. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 382, and therefore denies the same.

383. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 383.

384. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 384.

iii. Dr. Perry Fine

385. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 385, and therefore denies the same.

386. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 386.

387. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 387.

388. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 388.

389. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 389.

390. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 390.

391. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 391.

iv. Dr. Scott Fishman

392. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 392, and therefore denies the same.

393. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 393.

394. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 394.

395. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 395.

396. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 396.

c. **The Marketing Defendants Disseminated Their
Misrepresentations Through Continuing Medical Education
Programs**

397. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 397, and therefore denies the same.

398. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 398, and therefore denies the same.

399. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 399.

400. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 400, and therefore denies the same.

401. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 401, and therefore denies the same.

402. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 402.

403. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 403.

404. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 404.

405. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 405.

406. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 406.

407. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 407.

408. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 408, and therefore denies the same.

409. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 409, and therefore denies the same.

d. The Marketing Defendants Used “Branded” Advertising to Promote their Products to Doctors and Consumers

410. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 410, and therefore denies the same.

411. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 411, and therefore denies the same.

e. The Marketing Defendants Used “Unbranded” Advertising To Promote Opioid Use For Chronic Pain Without FDA Review

412. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 412, and therefore denies the same.

413. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 413, and therefore denies the same.

f. The Marketing Defendants Funded, Edited And Distributed Publications That Supported Their Misrepresentations

414. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 414, and therefore denies the same.

415. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 415, and therefore denies the same.

416. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 416, and therefore denies the same.

417. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 417, and therefore denies the same.

418. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 418, and therefore denies the same.

419. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 419.

g. The Marketing Defendants Used Detailing To Directly Disseminate Their Misrepresentations To Prescribers

420. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 420, and therefore denies the same.

421. Allergan Finance, LLC admits that its former subsidiaries hired a third-party sales force from Inventiv to market Kadian from 2009 to 2012. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 421, and therefore denies the same.

422. Allergan Finance, LLC admits that at times, through a subsidiary, it purchased data from IMS Health (now IQVIA). Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 422, and therefore denies the same.

423. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 423, and therefore denies the same.

424. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 424.

425. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 425.

426. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 426.

427. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 427.

428. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 428.

429. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 429.

h. Marketing Defendants Used Speakers' Bureaus and Programs to Spread Their Deceptive Messages

430. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 430, and therefore denies the same.

431. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 431.

432. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 432.

3. The Marketing Defendants Failed and Omitted to Effectively, Adequately and Affirmatively Communicate the Approved and Proper Use and the Risk and Safety Information Associated with Their Opioid Products

433. The allegations of paragraph 433 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 433.

434. The allegations of paragraph 434 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 434.

435. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 435, and therefore denies the same.

436. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 436, and therefore denies the same.

4. The Marketing Defendants Targeted Vulnerable Populations

437. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 437, and therefore denies the same.

438. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 438.

439. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 439, and therefore denies the same.

440. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 440.

441. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 441.

442. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 442, and therefore denies the same.

443. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 443.

5. Insys Employed Fraudulent, Illegal, and Misleading Marketing Schemes to Promote Subsys

444. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 444.

445. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 445.

446. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 446.

447. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 447.

448. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 448.

449. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 449.

450. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 450.

451. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 451.

452. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 452.

453. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 453.

454. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 454.

455. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 455.

456. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 456.

457. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 457.

458. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 458.

6. The Marketing Defendants' Scheme Succeeded, Creating a Public Health Epidemic

a. Marketing Defendants dramatically expanded opioid prescribing and use

459. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 459, and therefore denies the same.

460. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 460.

461. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 461.

462. Allergan Finance, LLC admits that, on occasion, its current or former affiliates purchased survey data that tracked their marketing efforts related to Kadian. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 462, and therefore denies the same.

463. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 463, and therefore denies the same.

464. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 464, and therefore denies the same.

465. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 465, and therefore denies the same.

b. Marketing Defendants' deception in expanding their market created and fueled the opioid epidemic

466. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 466, and therefore denies the same.

467. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 467, and therefore denies the same.

468. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 468, and therefore denies the same.

c. **Distributor Defendants Participated in and Abetted the Marketing Scheme**

469. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 469, and therefore denies the same.

470. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 470.

471. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 471.

472. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 472.

473. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 473, and therefore denies the same.

E. **Defendants Throughout the Supply Chain Deliberately Disregarded Their Duties to Maintain Effective Controls and to Identify, Report, and Take Steps to Halt Suspicious Orders**

474. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 474, and therefore denies the same.

475. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 475, and therefore denies the same.

476. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 476, and therefore denies the same.

477. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 477, and therefore denies the same.

478. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 478, and therefore denies the same.

479. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 479, and therefore denies the same.

1. All Defendants Have a Duty to Report Suspicious Orders and Not to Ship Those Orders Unless Due Diligence Disproves Their Suspicions

480. The allegations of paragraph 480 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 480.

481. The allegations of paragraph 481 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 481.

482. The allegations of paragraph 482 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 482.

483. The allegations of paragraph 483 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 483.

484. The allegations of paragraph 484 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 484.

485. The allegations of paragraph 485 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 485.

486. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 486.

487. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 487.

488. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 488.

489. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 489.

490. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 490.

491. The allegations of paragraph 491 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 491.

492. The allegations of paragraph 492 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 492.

493. The allegations of paragraph 493 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 493.

494. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 494, and therefore denies the same.

495. Allergan Finance, LLC admits that at times, through a subsidiary, it purchased data from IMS Health (now IQVIA). Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 495, and therefore denies the same.

496. The allegations of paragraph 496 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 496.

497. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 497, and therefore denies the same.

2. Defendants Were Aware of and Have Acknowledged Their Obligations to Prevent Diversion and to Report and Take Steps to Halt Suspicious Orders

498. The allegations of paragraph 498 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 498.

499. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 499, and therefore denies the same.

500. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 500.

501. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 501, and therefore denies the same.

502. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 502, and therefore denies the same.

503. This allegation is not directed at Allergan Finance, LLC as it is not a DEA registrant, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 503.

504. The DEA letter cited in this paragraph speaks for itself. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 504, and therefore denies the same.

505. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 505.

506. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 506.

507. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 507.

508. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 508.

509. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 509.

510. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 510.

511. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 511.

512. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 512.

3. Defendants Worked Together to Inflate the Quotas of Opioids They Could Distribute

513. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 513, and therefore denies the same.

514. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 514, and therefore denies the same.

515. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 515, and therefore denies the same.

516. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 516, and therefore denies the same.

517. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 517, and therefore denies the same.

518. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 518, and therefore denies the same.

519. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 519, and therefore denies the same.

520. Allergan Finance, LLC denies that it or any of its subsidiaries were members of the PCF in connection with any of the opioids listed in the complaint. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 520, and therefore denies the same.

521. Allergan Finance, LLC admits that it or a subsidiary was a member of the HDA at certain times. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 521, and therefore denies the same.

522. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 522, and therefore denies the same.

523. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 523.

524. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 524, and therefore denies the same.

525. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 525, and therefore denies the same.

526. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 526, and therefore denies the same.

527. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 527, and therefore denies the same.

528. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 528, and therefore denies the same.

529. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 529, and therefore denies the same.

530. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 530, and therefore denies the same.

531. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 531.

532. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 532.

533. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 533, and therefore denies the same.

534. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 534, and therefore denies the same.

535. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 535, and therefore denies the same.

536. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 536, and therefore denies the same.

537. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 537, and therefore denies the same.

538. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 538, and therefore denies the same.

4. Defendants Kept Careful Track of Prescribing Data and Knew About Suspicious Orders and Prescribers

539. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 539, and therefore denies the same.

540. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 540, and therefore denies the same.

541. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 541, and therefore denies the same.

542. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 542, and therefore denies the same.

543. Allergan Finance, LLC admits that at times, through a subsidiary, it purchased data from IMS Health, Wolters Kluwer, and IQVIA. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to

form a belief as to the truth of the remaining allegations in paragraph 543, and therefore denies the same.

544. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 544.

545. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 545, and therefore denies the same.

546. Allergan Finance, LLC admits that at times, through a subsidiary, it purchased data from IMS Health. Allergan Finance, LLC denies the remaining allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 546, and therefore denies the same.

547. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 547, and therefore denies the same.

548. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 548, and therefore denies the same.

549. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 549, and therefore denies the same.

550. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 550, and therefore denies the same.

551. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 551, and therefore denies the same.

552. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 552, and therefore denies the same.

553. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 553.

554. Allergan Finance, LLC admits that the cited document, which contains the disclaimer that “[t]his information is not to be used for sales or marketing purposes,” contains the quoted language and that it was created before “Actavis officially purchased Kaidan from Alpharma.” Allergan Finance, LLC denies remaining the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 554, and therefore denies the same.

555. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 555, and therefore denies the same.

556. Allergan Finance, LLC admits that at times, through a subsidiary, it purchased data from IMS Health (now IQVIA). Allergan Finance, LLC denies the remaining allegations that

relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 556, and therefore denies the same.

557. Allergan Finance, LLC admits that the cited document contains the quoted language. Allergan Finance, LLC denies the remaining allegations that relate to it.

558. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 558.

559. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 559, and therefore denies the same.

560. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 560, and therefore denies the same.

561. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 561, and therefore denies the same.

562. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 562.

563. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 563, and therefore denies the same.

5. Defendants Failed to Report Suspicious Orders or Otherwise Act to Prevent Diversion

564. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 564, and therefore denies the same.

565. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 565, and therefore denies the same.

566. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 566.

567. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 567.

568. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 568.

569. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 569.

570. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 570.

571. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 571.

572. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 572, and therefore denies the same.

6. Defendants Delayed a Response to the Opioid Crisis by Pretending to Cooperate with Law Enforcement

573. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 573, and therefore denies the same.

574. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 574.

575. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 575.

576. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 576.

577. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 577.

578. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 578, and therefore denies the same.

579. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 579, and therefore denies the same.

580. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 580, and therefore denies the same.

581. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 581, and therefore denies the same.

582. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 582.

583. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 583.

584. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 584.

585. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 585, and therefore denies the same.

7. The National Retail Pharmacies Were on Notice of and Contributed to Illegal Diversion of Prescription Opioids

586. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 586.

587. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 587.

588. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 588.

589. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 589.

a. The National Retail Pharmacies Have a Duty to Prevent Diversion

590. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 590.

591. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 591.

592. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 592.

593. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 593.

594. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 594.

595. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 595.

596. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 596.

597. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 597.

598. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 598.

599. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 599.

600. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 600.

601. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 601.

602. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 602.

603. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 603.

604. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 604.

605. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 605.

b. Multiple Enforcement Actions against the National Retail Pharmacies Confirms their Compliance Failures

606. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 606.

i. CVS

607. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 607.

608. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 608.

609. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 609.

610. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 610.

611. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 611.

612. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 612.

613. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 613.

614. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 614.

615. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 615.

616. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 616.

617. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 617.

618. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 618.

619. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 619.

ii. Walgreens

620. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 620.

621. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 621.

622. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 622.

623. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 623.

624. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 624.

625. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 625.

626. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 626.

627. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 627.

628. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 628.

629. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 629.

630. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 630.

631. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 631.

632. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 632.

633. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 633.

634. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 634.

635. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 635.

F. The Opioids the Defendants Marketed and Distributed Migrated into Other Jurisdictions, Causing an Interstate Crisis

636. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 636, and therefore denies the same.

637. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 637, and therefore denies the same.

638. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 638, and therefore denies the same.

639. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 639, and therefore denies the same.

640. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 640, and therefore denies the same.

641. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 641, and therefore denies the same.

642. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 642, and therefore denies the same.

643. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 643, and therefore denies the same.

644. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 644, and therefore denies the same.

645. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 645, and therefore denies the same.

646. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 646, and therefore denies the same.

647. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 647, and therefore denies the same.

648. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 648, and therefore denies the same.

649. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 649, and therefore denies the same.

650. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 650, and therefore denies the same.

G. Montana Specific Facts

651. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 651, and therefore denies the same.

1. Defendants Breached Their Duties in Montana

652. The allegations of paragraph 652 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 652.

653. The allegations of paragraph 653 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 653.

2. The Devastating Effects of the Opioid Crisis in Montana

654. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 654, and therefore denies the same.

655. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 655, and therefore denies the same.

656. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 656, and therefore denies the same.

657. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 657, and therefore denies the same.

658. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 658, and therefore denies the same.

659. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 659, and therefore denies the same.

660. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 660, and therefore denies the same.

661. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 661, and therefore denies the same.

662. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 662, and therefore denies the same.

663. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 663, and therefore denies the same.

664. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 664, and therefore denies the same.

665. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 665, and therefore denies the same.

666. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 666, and therefore denies the same.

667. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 667, and therefore denies the same.

668. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 668, and therefore denies the same.

669. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 669, and therefore denies the same.

670. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 670, and therefore denies the same.

671. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 671, and therefore denies the same.

672. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 672, and therefore denies the same.

673. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 673, and therefore denies the same.

674. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 674, and therefore denies the same.

675. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 675, and therefore denies the same.

676. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 676, and therefore denies the same.

677. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 677, and therefore denies the same.

678. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 678, and therefore denies the same.

679. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 679, and therefore denies the same.

680. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 680, and therefore denies the same.

H. The Opioid Crisis Has Particularly Devastated Plaintiff's Community

681. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 681, and therefore denies the same.

682. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 682, and therefore denies the same.

683. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 683, and therefore denies the same.

684. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 684, and therefore denies the same.

685. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 685, and therefore denies the same.

686. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 686, and therefore denies the same.

687. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 687, and therefore denies the same.

688. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 688, and therefore denies the same.

689. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 689, and therefore denies the same.

690. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 690, and therefore denies the same.

691. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 691, and therefore denies the same.

692. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 692, and therefore denies the same.

693. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 693, and therefore denies the same.

694. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 694, and therefore denies the same.

695. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 695, and therefore denies the same.

696. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 696.

697. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 697.

698. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 698.

699. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 699.

700. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 700, and therefore denies the same.

**I. The Defendants Conspired To Engage In The Wrongful Conduct
Complained Of Herein and Intended To Benefit Both Independently and
Jointly From Their Conspiracy**

1. Conspiracy Among Marketing Defendants

701. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 701, and therefore denies the same.

702. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 702, and therefore denies the same.

703. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 703, and therefore denies the same.

704. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 704, and therefore denies the same.

705. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 705, and therefore denies the same.

706. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 706, and therefore denies the same.

707. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 707, and therefore denies the same.

708. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 708, and therefore denies the same.

709. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 709, and therefore denies the same.

710. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 710, and therefore denies the same.

711. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 711, and therefore denies the same.

712. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 712, and therefore denies the same.

713. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 713, and therefore denies the same.

2. Conspiracy Among All Defendants

714. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 714, and therefore denies the same.

715. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 715, and therefore denies the same.

716. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 716, and therefore denies the same.

717. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 717, and therefore denies the same.

718. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 718, and therefore denies the same.

719. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 719, and therefore denies the same.

720. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 720, and therefore denies the same.

J. Statutes Of Limitations Are Tolloed and Defendants Are Estopped From Asserting Statutes Of Limitations As Defenses

1. Continuing Wrong Doctrine.

721. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 721, and therefore denies the same.

722. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 722, and therefore denies the same.

2. Equitable Estoppel and Fraudulent Concealment

723. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 723, and therefore denies the same.

724. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 724, and therefore denies the same.

725. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 725, and therefore denies the same.

726. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 726, and therefore denies the same.

727. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 727, and therefore denies the same.

728. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 728, and therefore denies the same.

729. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 729, and therefore denies the same.

730. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 730, and therefore denies the same.

731. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 731, and therefore denies the same.

K. Facts Pertaining to Punitive Damages

732. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 732, and therefore denies the same.

733. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 733, and therefore denies the same.

734. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 734, and therefore denies the same.

735. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 735, and therefore denies the same.

1. The Marketing Defendants Persisted in Their Fraudulent Scheme Despite Repeated Admonitions, Warnings, and Even Prosecutions

736. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 736, and therefore denies the same.

a. FDA Warnings to Janssen Failed to Deter Janssen's Misleading Promotion of Duragesic

737. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 737.

738. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 738.

739. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 739.

b. Governmental Action, Including Large Monetary Fines, Failed to Stop Cephalon from Falsely Marketing Actiq for Off-Label Uses

740. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 740.

741. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 741.

c. FDA Warnings Did Not Prevent Cephalon from Continuing False and Off-Label Marketing of Fentora

742. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 742.

743. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 743.

744. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 744.

d. A Guilty Plea and a Large Fine Did Not Deter Purdue from Continuing Its Fraudulent Marketing of OxyContin

745. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 745.

746. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 746.

2. Repeated Admonishments and Fines Did Not Stop Defendants from Ignoring Their Obligations to Control the Supply Chain and Prevent Diversion

747. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 747, and therefore denies the same.

748. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 748, and therefore denies the same.

749. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 749.

750. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 750.

751. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 751.

752. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 752.

753. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 753.

754. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 754.

755. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 755.

756. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 756.

757. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 757.

758. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 758.

759. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 759.

760. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 760.

761. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 761.

762. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 762.

763. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 763, and therefore denies the same.

II. FACTS PERTAINING TO CLAIMS UNDER RACKETEER-INFLUENCED AND CORRUPT ORGANIZATIONS (“RICO”) ACT

A. The Opioid Marketing Enterprise

1. The Common Purpose and Scheme of the Opioid Marketing Enterprise

764. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 764.

765. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 765.

766. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 766.

767. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 767.

768. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 768.

769. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 769.

770. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 770.

771. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 771.

772. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 772.

773. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 773.

774. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 774.

775. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 775.

776. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 776.

777. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 777.

778. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 778.

2. The Conduct of the Opioid Marketing Enterprise Violated Civil RICO

779. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 779.

780. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 780.

781. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 781.

782. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 782.

783. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 783.

784. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 784.

3. The RICO Marketing Defendants Controlled and Paid Front Groups and KOLs to Promote and Maximize Opioid Use

785. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 785.

786. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 786.

787. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 787.

4. Pattern of Racketeering Activity

788. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 788.

789. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 789.

790. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 790.

791. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 791.

792. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 792.

793. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 793.

794. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 794.

795. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 795.

796. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 796.

797. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 797.

798. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 798.

B. The Opioid Supply Chain Enterprise

799. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 799, and therefore denies the same.

800. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 800, and therefore denies the same.

801. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 801, and therefore denies the same.

802. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 802, and therefore denies the same.

803. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 803, and therefore denies the same.

804. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 804, and therefore denies the same.

805. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 805, and therefore denies the same.

806. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 806, and therefore denies the same.

807. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 807, and therefore denies the same.

808. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 808, and therefore denies the same.

809. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 809, and therefore denies the same.

810. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 810, and therefore denies the same.

811. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 811, and therefore denies the same.

812. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 812, and therefore denies the same.

813. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 813, and therefore denies the same.

814. Allergan Finance, LLC admits that its current or former subsidiaries sold or continue to sell Kadian® or Norco®. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 814, and therefore denies the same.

815. Allergan Finance, LLC admits that its current or former subsidiaries sold or continue to sell Kadian® or Norco®. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 815, and therefore denies the same.

816. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 816, and therefore denies the same.

817. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 817, and therefore denies the same.

818. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 818, and therefore denies the same.

819. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 819, and therefore denies the same.

820. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 820, and therefore denies the same.

821. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 821, and therefore denies the same.

822. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 822, and therefore denies the same.

823. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 823, and therefore denies the same.

824. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 824, and therefore denies the same.

825. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 825, and therefore denies the same.

826. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 826, and therefore denies the same.

827. Allergan Finance, LLC denies the allegations that relate to it. Allergan Finance, LLC lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 827, and therefore denies the same.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

Violation of RICO, 18 U.S.C. § 1961 et seq. – Opioid Marketing Enterprise (Against Defendants Purdue, Cephalon, Janssen, Endo, and Mallinckrodt (the “RICO Marketing Defendants”))

828. Allergan Finance, LLC and re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

829. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 829.

830. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 830.

831. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 831.

832. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 832.

833. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 833.

834. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 834.

835. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 835.

836. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 836.

837. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 837.

838. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 838.

839. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 839.

840. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 840.

841. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 841.

842. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 842.

843. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 843.

844. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 844.

845. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 845.

846. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 846.

847. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 847.

848. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 848.

849. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 849.

850. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 850.

851. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 851.

852. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 852.

853. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 853.

854. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 854.

855. This allegation is not directed at Allergan Finance, LLC, so an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 855.

SECOND CLAIM FOR RELIEF

Violation of RICO, 18 U.S.C. § 1961 *et seq.* – Opioid Supply Chain Enterprise (Against Defendants Purdue, Cephalon, Endo, Mallinckrodt, Actavis, McKesson, Cardinal, and AmerisourceBergen (the “RICO Supply Chain Defendants”))

856. Allergan Finance, LLC and re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

857. The allegations of paragraph 857 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 857.

858. The allegations of paragraph 858 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 858.

859. The allegations of paragraph 859 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 859.

860. The allegations of paragraph 860 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 860.

861. The allegations of paragraph 861 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 861.

862. The allegations of paragraph 862 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 862.

863. The allegations of paragraph 863 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 863.

864. The allegations of paragraph 864 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 864.

865. The allegations of paragraph 865 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 865.

866. The allegations of paragraph 866 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 866.

867. The allegations of paragraph 867 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 867.

868. The allegations of paragraph 868 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 868.

869. The allegations of paragraph 869 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 869.

870. The allegations of paragraph 870 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 870.

871. The allegations of paragraph 871 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 871.

872. The allegations of paragraph 872 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 872.

873. The allegations of paragraph 873 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 873.

874. The allegations of paragraph 874 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 874.

875. The allegations of paragraph 875 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 875.

876. The allegations of paragraph 876 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 876.

877. The allegations of paragraph 877 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 877.

878. The allegations of paragraph 878 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 878.

879. The allegations of paragraph 879 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 879.

880. The allegations of paragraph 880 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 880.

881. The allegations of paragraph 881 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 881.

882. The allegations of paragraph 882 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 882.

883. The allegations of paragraph 883 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 883.

884. The allegations of paragraph 884 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 884.

885. The allegations of paragraph 885 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 885.

886. The allegations of paragraph 886 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 886.

887. The allegations of paragraph 887 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 887.

THIRD CLAIM FOR RELIEF

Public Nuisance Federal Common Law (Against All Defendants)

888. Allergan Finance, LLC and re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

889. The allegations of paragraph 889 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 889.

890. The allegations of paragraph 890 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 890.

891. The allegations of paragraph 891 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 891.

892. The allegations of paragraph 892 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 892.

893. The allegations of paragraph 893 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 893.

894. The allegations of paragraph 894 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 894.

895. The allegations of paragraph 895 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 895.

896. The allegations of paragraph 896 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 896.

897. The allegations of paragraph 897 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 897.

898. The allegations of paragraph 898 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 898.

899. The allegations of paragraph 899 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 899.

900. The allegations of paragraph 900 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 900.

901. The allegations of paragraph 901 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 901.

902. The allegations of paragraph 902 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 902.

903. The allegations of paragraph 903 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 903.

904. The allegations of paragraph 904 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 904.

905. The allegations of paragraph 905 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 905.

906. The allegations of paragraph 906 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 906.

907. The allegations of paragraph 907 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 907.

908. The allegations of paragraph 908 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 908.

909. The allegations of paragraph 909 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 909.

910. The allegations of paragraph 910 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 910.

911. The allegations of paragraph 911 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 911.

912. The allegations of paragraph 912 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 912.

FOURTH CLAIM FOR RELIEF

State Common Law Public Nuisance (Against All Defendants)

913. The allegations of paragraph 913 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 913.

914. Allergan Finance, LLC and re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

915. The allegations of paragraph 915 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 915.

916. The allegations of paragraph 916 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 9.

917. The allegations of paragraph 917 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 917.

918. The allegations of paragraph 918 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 918.

919. The allegations of paragraph 919 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 919.

920. The allegations of paragraph 920 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 920.

921. The allegations of paragraph 921 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 921.

922. The allegations of paragraph 922 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 922.

923. The allegations of paragraph 923 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 923.

924. The allegations of paragraph 924 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 924.

925. The allegations of paragraph 925 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 925.

926. The allegations of paragraph 926 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 926.

927. The allegations of paragraph 927 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 927.

928. The allegations of paragraph 928 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 928.

929. The allegations of paragraph 929 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 929.

930. The allegations of paragraph 930 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 930.

931. The allegations of paragraph 931 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 931.

932. The allegations of paragraph 932 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 932.

933. The allegations of paragraph 933 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 933.

934. The allegations of paragraph 934 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 934.

935. The allegations of paragraph 935 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 935.

936. The allegations of paragraph 936 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 936.

937. The allegations of paragraph 937 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 937.

938. The allegations of paragraph 938 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 938.

939. The allegations of paragraph 939 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 939.

940. The allegations of paragraph 940 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 940.

941. The allegations of paragraph 941 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 941.

942. The allegations of paragraph 942 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 942.

943. The allegations of paragraph 943 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 943.

944. The allegations of paragraph 944 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 944.

945. The allegations of paragraph 945 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 945.

946. The allegations of paragraph 946 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 946.

947. The allegations of paragraph 947 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 947.

948. The allegations of paragraph 948 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 948.

949. The allegations of paragraph 949 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 949.

950. The allegations of paragraph 950 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 950.

951. The allegations of paragraph 951 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 951.

952. The allegations of paragraph 952 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 952.

953. The allegations of paragraph 953 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 953.

954. The allegations of paragraph 954 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 954.

955. The allegations of paragraph 955 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 955.

956. The allegations of paragraph 956 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 956.

957. The allegations of paragraph 957 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 957.

958. The allegations of paragraph 958 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 958.

959. The allegations of paragraph 959 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 959.

960. The allegations of paragraph 960 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 960.

FIFTH CLAIM FOR RELIEF

Statutory Public Nuisance (Against All Defendants)

961. The allegations of paragraph 961 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 961.

962. Allergan Finance, LLC and re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

963. The allegations of paragraph 963 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 963.

964. The allegations of paragraph 964 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 964.

965. The allegations of paragraph 965 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 965.

966. The allegations of paragraph 966 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 966.

967. The allegations of paragraph 967 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 967.

968. The allegations of paragraph 968 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 968.

969. The allegations of paragraph 969 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 969.

970. The allegations of paragraph 970 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 970.

971. The allegations of paragraph 971 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 971.

972. The allegations of paragraph 972 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 972.

973. The allegations of paragraph 973 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 973.

974. The allegations of paragraph 974 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 974.

SIXTH CLAIM FOR RELIEF

Negligence and Negligent Misrepresentation (Against All Defendants)

975. Allergan Finance, LLC and re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

976. The allegations of paragraph 976 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 976.

977. The allegations of paragraph 977 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 977.

978. The allegations of paragraph 978 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 978.

979. The allegations of paragraph 979 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 979.

980. The allegations of paragraph 980 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 980.

981. The allegations of paragraph 981 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 981.

982. The allegations of paragraph 982 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 982.

983. The allegations of paragraph 983 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 983.

984. The allegations of paragraph 984 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 984.

985. The allegations of paragraph 985 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 985.

986. The allegations of paragraph 986 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 986.

987. The allegations of paragraph 987 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 987.

988. The allegations of paragraph 988 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 988.

989. The allegations of paragraph 989 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 989.

990. The allegations of paragraph 990 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 990.

991. The allegations of paragraph 991 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 991.

992. The allegations of paragraph 992 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 992.

993. The allegations of paragraph 993 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 993.

994. The allegations of paragraph 994 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 994.

995. The allegations of paragraph 995 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 995.

996. The allegations of paragraph 996 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 996.

997. The allegations of paragraph 997 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 997.

998. The allegations of paragraph 998 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 998.

999. The allegations of paragraph 999 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 999.

1000. The allegations of paragraph 1000 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1000.

1001. The allegations of paragraph 1001 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1001.

1002. The allegations of paragraph 1002 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1002.

1003. The allegations of paragraph 1003 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1003.

1004. The allegations of paragraph 1004 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1004.

1005. The allegations of paragraph 1005 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1005.

1006. The allegations of paragraph 1006 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1006.

1007. The allegations of paragraph 1007 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1007.

1008. The allegations of paragraph 1008 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1008.

1009. The allegations of paragraph 1009 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1009.

1010. The allegations of paragraph 1010 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1010.

1011. The allegations of paragraph 1011 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1011.

1012. The allegations of paragraph 1012 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1012.

1013. The allegations of paragraph 1013 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1013.

1014. The allegations of paragraph 1014 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1014.

1015. The allegations of paragraph 1015 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1015.

1016. The allegations of paragraph 1016 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1016.

1017. The allegations of paragraph 1017 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1017.

1018. The allegations of paragraph 1018 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1018.

1019. The allegations of paragraph 1019 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1019.

1020. The allegations of paragraph 1020 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1020.

1021. The allegations of paragraph 1021 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1021.

1022. The allegations of paragraph 1022 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1022.

1023. The allegations of paragraph 1023 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1023.

1024. The allegations of paragraph 1024 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1024.

1025. The allegations of paragraph 1025 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1025.

1026. The allegations of paragraph 1026 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1026.

1027. The allegations of paragraph 1027 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1027.

1028. The allegations of paragraph 1028 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1028.

1029. The allegations of paragraph 1029 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1029.

1030. The allegations of paragraph 1030 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1030.

1031. The allegations of paragraph 1031 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1031.

1032. The allegations of paragraph 1032 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1032.

1033. The allegations of paragraph 1033 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1033.

1034. The allegations of paragraph 1034 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1034.

1035. The allegations of paragraph 1035 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1035.

1036. The allegations of paragraph 1036 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1036.

1037. The allegations of paragraph 1037 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1037.

1038. The allegations of paragraph 1038 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1038.

1039. The allegations of paragraph 1039 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1039.

1040. The allegations of paragraph 1040 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1040.

1041. The allegations of paragraph 1041 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1041.

1042. The allegations of paragraph 1042 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1042.

1043. The allegations of paragraph 1043 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1043.

1044. The allegations of paragraph 1044 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1044.

1045. The allegations of paragraph 1045 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1045.

1046. The allegations of paragraph 1046 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1046.

1047. The allegations of paragraph 1047 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1047.

1048. The allegations of paragraph 1048 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1048.

1049. The allegations of paragraph 1049 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1049.

1050. The allegations of paragraph 1050 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1050.

SEVENTH CLAIM FOR RELIEF

1051. Allergan Finance, LLC and re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

1052. The allegations of paragraph 1052 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1052.

1053. The allegations of paragraph 1053 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1053.

1054. The allegations of paragraph 1054 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1054.

1055. The allegations of paragraph 1055 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1055.

1056. The allegations of paragraph 1056 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1056.

1057. The allegations of paragraph 1057 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1057.

1058. The allegations of paragraph 1058 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1058.

1059. The allegations of paragraph 1059 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1059.

1060. The allegations of paragraph 1060 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1060.

1061. The allegations of paragraph 1061 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1061.

1062. The allegations of paragraph 1062 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1062.

1063. The allegations of paragraph 1063 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1063.

1064. The allegations of paragraph 1064 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1064.

1065. The allegations of paragraph 1065 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1065.

1066. The allegations of paragraph 1066 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1066.

1067. The allegations of paragraph 1067 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1067.

1068. The allegations of paragraph 1068 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1068.

1069. The allegations of paragraph 1069 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1069.

EIGHTH CLAIM FOR RELIEF

**Unjust Enrichment
(Against All Defendants)**

1070. Allergan Finance, LLC and re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

1071. The allegations of paragraph 1071 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1071.

1072. The allegations of paragraph 1072 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1072.

1073. The allegations of paragraph 1073 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1073.

1074. The allegations of paragraph 1074 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1074.

1075. The allegations of paragraph 1075 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1075.

1076. The allegations of paragraph 1076 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1076.

1077. The allegations of paragraph 1077 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1077.

1078. The allegations of paragraph 1078 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1078.

1079. The allegations of paragraph 1079 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1079.

1080. The allegations of paragraph 1080 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1080.

1081. The allegations of paragraph 1081 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1081.

1082. The allegations of paragraph 1082 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1082.

1083. The allegations of paragraph 1083 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1083.

1084. The allegations of paragraph 1084 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1084.

1085. The allegations of paragraph 1085 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1085.

1086. The allegations of paragraph 1086 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1086.

NINTH CLAIM FOR RELIEF

**Civil Conspiracy
(Against All Defendants)**

1087. Allergan Finance, LLC and re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

1088. The allegations of paragraph 1087 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1088.

1089. The allegations of paragraph 1089 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1089.

1090. The allegations of paragraph 1090 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1090.

1091. The allegations of paragraph 1091 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1091.

1092. The allegations of paragraph 1092 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1092.

1093. The allegations of paragraph 1093 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1093.

1094. The allegations of paragraph 1094 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1094.

1095. The allegations of paragraph 1095 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1095.

1096. The allegations of paragraph 1096 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1096.

1097. The allegations of paragraph 1097 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1097.

1098. The allegations of paragraph 1098 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1098.

1099. The allegations of paragraph 1099 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1099.

1100. The allegations of paragraph 1100 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1100.

1101. The allegations of paragraph 1101 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1101.

1102. The allegations of paragraph 1102 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1102.

1103. The allegations of paragraph 1103 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1013.

1104. The allegations of paragraph 1104 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1104.

1105. The allegations of paragraph 1105 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1105.

1106. The allegations of paragraph 1106 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1106.

TENTH CLAIM FOR RELIEF

Violations Of Montana Unfair Trade Practices and Consumer Protection Act, MCA § 30-14-101, *et seq.* (Against All Defendants)

1107. Allergan Finance, LLC and re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

1108. The allegations of paragraph 1108 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1108.

1109. The allegations of paragraph 1109 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1109.

1110. The allegations of paragraph 1110 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1110.

1111. The allegations of paragraph 1111 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1111.

1112. The allegations of paragraph 1112 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1112.

1113. The allegations of paragraph 1113 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1113.

1114. The allegations of paragraph 1114 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1114.

1115. The allegations of paragraph 1115 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1115.

1116. The allegations of paragraph 1116 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1116.

1117. The allegations of paragraph 1117 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1117.

1118. The allegations of paragraph 1118 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1118.

1119. The allegations of paragraph 1119 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1119.

PUNITIVE DAMAGES

1120. Allergan Finance, LLC and re-states and incorporates its answers to all prior paragraphs within this Answer as if they were fully set forth herein.

1121. The allegations of paragraph 1121 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1121.

1122. The allegations of paragraph 1122 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1122.

1123. The allegations of paragraph 1123 amount to a legal conclusion, to which an answer is neither necessary nor appropriate. To the extent an answer is required, Allergan Finance, LLC denies the allegations of paragraph 1123.

ALLERGAN FINANCE, LLC'S DEFENSES

Without assuming any burden of proof that it otherwise would not bear or admitting that it is in any way liable to the Plaintiffs, Allergan Finance, LLC asserts that the Plaintiffs' claims against it are barred pursuant to the following defenses, each of which is raised in the alternative. Allergan Finance, LLC incorporates by reference any defenses applicable to it that are asserted by any other Defendants in the above-captioned action as if fully set forth herein. Allergan Finance, LLC expressly reserves the right to amend these defenses as permitted by the applicable rules of civil procedure:

1. Failure to State A Claim - The complaint fails to allege sufficient facts to state a claim against Allergan upon which relief can be granted. Plaintiff fails to plead any direct wrongdoing by Allergan Finance, LLC. Plaintiffs do not distinguish Allergan Finance, LLC from other Defendants, their drugs, their drugs' labels, their promotional techniques, and the time periods relevant to each Defendant, nor do they detail which Defendant allegedly did or said what, when, where, or to whom. Plaintiffs fail to adequately allege that it suffered any ascertainable loss, or a causal connection between any such loss and Allergan Finance, LLC's alleged

misconduct. Plaintiffs may not recover the costs of medical care provided directly by the Indian Health Service because Plaintiffs lacks standing to seek such damages as it has suffered no injury. The costs for any such care were borne by the United States, not the Tribes, and, therefore, only the United States has standing to recover the cost of any direct expenditures by IHS. *See Acoma Pueblo v. Am. Tobacco Co.*, slip op. at 8–9, No. 99-CV-1049 (D.N.M. July 30, 2001). Plaintiffs fail to plead any actionable misrepresentation or omission made by or attributable to Allergan Finance, LLC. Plaintiffs may not recover from Allergan Finance, LLC because the methods, standards, or techniques of designing, manufacturing, labeling, and distributing of the opioid medications Allergan sold complied with, and were in conformity with, all applicable governmental regulations and the generally recognized state of the art at the time those products were designed, manufactured, labeled and distributed.

2. Failure to Plead With Requisite Particularity - Plaintiffs have not pled fraud with the required particularity.

3. Statute of Limitations - Plaintiffs' claims are barred or limited, in whole or in part, by the applicable statutes of limitations. To the extent that Plaintiffs knew or reasonably should have known of any wrongfully caused injuries outside of the applicable limitations period(s), Plaintiffs' claims are time-barred. *See, e.g.*, M.R. Civ. P. 8(C); *Agency Holding Corp. v. Malley-Duff & Associates, Inc.*, 483 U.S. 143, 156 (1987) (civil RICO); *Osterman v. Sears, Roebuck & Co.*, 318 Mont. 342, 348–49 (2003) (fraud); *Bennet v. Dow Chem. Co.*, 220 Mont. 117, 120 (1986) (torts).

4. Failure to Monitor or Mitigate - Plaintiffs have failed to take appropriate and necessary steps to mitigate any damages. Among other things, they continued to approve or pay for opioid medications, either directly or through authorized third parties, without further inquiry

into the necessity of the medication and, while aware of the risks of opioid medications, they failed to take adequate steps to monitor or limit any alleged wrongful prescribing, distribution, or use.

5. Standing - Plaintiffs' claims are barred for lack of standing; Plaintiffs have no *parens patriae* or other authority to bring the claims alleged.

6. Attorney Fees - Plaintiffs are barred from any recovery of attorney's fees under any applicable provisions of law, including but not limited to Section 25-10-301 of the Montana Rules of Civil Procedure.

7. Vague - The legal rules underlying Plaintiffs' claims, including but not limited to the Montana public nuisance standard and the Racketeering Influenced and Corrupt Organizations Act, are unconstitutionally vague. *See, e.g., F.C.C. v. Fox Television Stations, Inc.*, 567 U.S. 239 (2012).

8. Speculative and Remote Injuries - The alleged injuries asserted by Plaintiffs are too speculative and remote from the alleged wrongful conduct to be a basis for liability as a matter of law and due process.

9. No reliance - Neither the users of opioid medications nor their prescribers relied to their detriment upon any statement, let alone any misrepresentation, made by Allergan in determining to use the medications at issue.

10. Medical Necessity - Plaintiffs fail to plead and cannot establish that they incurred any costs for any opioid prescription promoted or sold by Allergan and that was medically inappropriate or should not have been written, or that Allergan's allegedly improper conduct caused any health care provider to write any unnecessary, ineffective, or harmful opioid prescriptions.

11. Penalties Sought Are Unconstitutional - Plaintiffs' claims for punitive damages, statutory damages, civil penalties, and other relief are prohibited under the Fifth, Eighth, and Fourteenth Amendments of the United States Constitution, and Article I, §§ 1, 2, 9, 10, 16, and Article II of the Constitution of Montana. Any punitive damages award may only be awarded after consideration of any and all punitive damages awards in other cases involving the same acts or course of conduct. Mont. Code Ann. § 27-1-221. In the unlikely event that Allergan is found liable to Plaintiffs, any punitive damages award may not exceed the lesser of \$10 million or 3% of the Allergan's net worth. Mont. Code Ann. § 27-1-220.

12. Laches - Plaintiffs' unreasonable delay in the filing and service of this action has operated to the detriment and prejudice of Allergan and, as a consequence, Plaintiffs are barred from seeking the relief sought, or any relief whatsoever, by laches. *See, e.g.*, Mont. Code Ann. 1-3-218; *Filler v. Richland County*, 247 Mont. 285, 290–91 (1991).

13. Res Judicata/Collateral Estoppel - Plaintiffs' are barred or limited, in whole or in part, by the doctrines of res judicata and collateral estoppel. *See* M.R. Civ. P. 8(C).

14. Waiver - Plaintiffs' claims are barred or limited, in whole or in part, by the doctrine of waiver. Plaintiffs' claims are, according to the Complaint, based on conduct from as early as the 1990s. Plaintiffs knew or reasonably should have known of the facts underlying their claims years ago and failed to file suit for years thereafter. *See* M.R. Civ. P. 8(C).

15. Criminal Acts By Third Parties - Plaintiffs' claims are barred, in whole or in part, because the injury Plaintiffs allege was the result of one or more superseding and/or intervening criminal acts by third parties.

16. Misuse of Products - The claims are barred, in whole or in part, by the alteration, modification, or misuse by third parties of the opioid medications at issue. *See, e.g.*, Mont. Code Ann. 27-1-719(2)(b); *See also Barich v. Ottenstor*, 170 Mont. 38, 43 (1976).

17. Learned Intermediary Doctrine - Plaintiffs' claims are barred by the learned intermediary doctrine. The products at issue are prescribed and dispensed by physicians and other healthcare providers and their agents who used their informed, independent medical judgment in making prescribing decisions for a given patient. *See, e.g., Stevens v. Novartis Pharm. Corp.*, 358 Mont. 474, 491–96 (2010); *Hill v. Squibb & Sons, E.R.*, 181 Mont. 199, 206–07 (1979).

18. First Amendment and Related Doctrines - To the extent that each Plaintiff's claims relate to advertising, public statements, lobbying, protected commercial speech, speech protected under *Noerr-Pennington* doctrine, or other protected activities, Plaintiffs' claims are barred, in whole or in part, by applicable provisions of the United States Constitution and the Constitution of Montana, including but not limited to the First Amendment to the United States Constitution and Article II, § 7 of the Constitution of Montana, and applicable provisions of any other state whose laws may apply.

19. Assumption of Risk/Informed Consent/Contributory Negligence - Plaintiffs' claims are barred and/or reduced by the assumption of risk, informed consent, contributory or comparative negligence, contributory or comparative fault, and proportionate responsibility. *Negaard v. Feda's Estate*, 152 Mont. 47, 54–56 (1968), *overruled on other grounds by Burlingham v. Mintz*, 270 Mont. 277, 280 (1995).

20. Lack of Criminal Conviction - Plaintiffs' "injury through criminal acts" claims fail because there has been no relevant criminal conviction.

21. Other Parties' Proportionate Fault - In the event that any of the wrongful acts alleged by Plaintiffs in fact occurred, said wrongful acts were caused by the acts, omissions, negligence, fraud, or breach of obligations by persons or entities other than Allergan and, thus, any recovery should be reduced or barred by such parties' proportionate fault.

22. Other Indemnification - Any verdict or judgment that might be recovered by Plaintiffs must be reduced by those amounts that have already or will in the future, with reasonable certainty, indemnify the Plaintiffs in whole or in part for any past or future claimed economic loss from any collateral source such as insurance, social security, workers' compensation, or employee benefit program.

23. Legal Obligation - Allergan's liability, if any, will not result from its conduct but is solely the result of an obligation imposed by law, and thus Allergan is entitled to complete indemnity, express or implied, by other parties.

24. Proximate Cause - Plaintiffs' claims or, at a minimum, Plaintiffs' requests for relief are barred because Allergan's alleged misrepresentations and prescription opioid medications were not the legal or proximate cause of the purported nuisance or the alleged injuries or damages incurred by Plaintiffs. Absent such causation, Plaintiffs' claims cannot be sustained as a matter of law under the laws and common law of Montana and would also violate Allergan's due process and equal protection rights guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and Article II, Sections 1, 3, 4, 17, and 29 of the Montana Constitution. *See Philip Morris USA v. Williams*, 549 U.S. 346, 353 (2007); *see also Paroline v. United States*, 572 U.S. 434, 454–55 (2014); Restatement (Second) of Torts § 430 (1965).

25. Preemption - Plaintiffs' claims are preempted by federal law, including, without limitation, the federal Controlled Substances Act and the Food, Drug, and Cosmetic Act. Federal

law authorized the promotion of opioid products for their FDA-approved indications. To the extent Plaintiffs' claims seek liability for the promotion of opioid products for their FDA-approved uses, the claims are preempted. *See, e.g., Mut. Pharm. Co. v. Barlett*, 570 U.S. 472 (2013); *Buckman Co. v. Pls.' Legal Comm.*, 531 U.S. 341 (2001); *Geier v. Am. Honda Co.*, 529 U.S. 861 (2000).

26. Proper Labeling Subject to FDA Review and Approval - Statements in branded or unbranded materials comporting with FDA-approved uses are not misleading as a matter of law or otherwise actionable.

27. Sufficient Corrective Action - Any alleged misstatements or omissions in marketing materials were negated by corrective action plans implemented and executed in conjunction with the FDA.

28. Primary Jurisdiction - Plaintiffs' claims are barred and/or this Court should defer this matter to the FDA, in whole or in part, pursuant to the doctrine of primary jurisdiction.

29. Deference to FDA - Plaintiffs' claims are barred and/or this Court should defer this matter to the FDA, in whole or in part, pursuant to the doctrine of primary jurisdiction.

30. Economic Loss Rule - Plaintiffs' claims are barred or limited by the economic loss rule.

31. Improper Financial Arrangement - Defendants' rights to fair process (including under the Due Process Clause of the U.S. Constitution and Article II of the Constitution of Montana) are violated by any financial or other arrangement that might distort a government attorney's duty to pursue justice rather than his or her personal interests, financial or otherwise, in the context of a civil enforcement proceeding, including by any use by plaintiffs of a private contingency fee counsel in this action.

32. Public Services Doctrine - Plaintiffs' claims are barred or limited, in whole or in part, under the free public services doctrine, in that Plaintiffs are not entitled to recover governmental expenditures as a matter of law.

33. Intervening and Superseding Events - If the Plaintiffs have sustained any injuries or damages, or a public nuisance was created, such were the result of intervening or superseding events, factors, occurrences, or conditions which were not reasonably foreseeable and in no way caused by Allergan and for which Allergan is not liable.

34. Constraints on Police Power - Plaintiffs claims are barred or limited, in whole or in part, by common law, statutory, and state constitutional constraints on the exercise of police powers by Plaintiffs.

35. Statutory/Common Law Damages Limitations - Plaintiffs claims are barred, reduced, and/or limited pursuant to applicable statutory and common law regarding limitations of awards, caps on recovery, and setoffs.

36. Ratification and Voluntary Payment - Plaintiffs claims are barred or limited, in whole or in part, because Plaintiffs' alleged loss, damage, injury, harm, expense, diminution, or deprivation, or the alleged public nuisance, if any, was caused in whole or in part by Plaintiffs' ratification, including under the voluntary payment doctrine, of any alleged misconduct.

37. Set-off - Allergan is entitled to a credit, set-off, or offset for all sums of money received or available from or on behalf of any tortfeasor(s) for the same injuries alleged in Plaintiffs' complaint, including but not limited to any and all settlements Plaintiffs may reach with any tortfeasor(s).

38. Improper Joinder - Plaintiffs claims against Allergan are not properly joined with the Plaintiffs' claims against the other defendants in this case because the claims do not arise out

of the same alleged transactions, occurrences, statements, actions, and omissions by all Defendants in the case.

39. Failure to Join Necessary or Indispensable Parties - Plaintiffs have failed to join one or more necessary and indispensable parties, including without limitation healthcare providers, prescribers, patients, government agencies, and other third parties who have engaged in, or failed to reasonably prevent, unauthorized or illicit prescribing, dispensing, diversion, or use of prescription opioid medications or illicit drugs.

40. Truthful and Non-Misleading Statements - The representations or statements alleged to have been made were true and accurate at the time made and/or otherwise were made in good faith, with a reasonable belief as to their validity and accuracy and with a reasonable belief that all conduct was lawful.

41. State of the Art - Plaintiffs may not recover from Allergan because the methods, standards, or techniques of designing, manufacturing, labeling and distributing of the prescription medications at issue complied with and were in conformity with the generally recognized state of the art at the time the product was designed, manufactured, labeled, and distributed.

42. Unclean Hands - Should discovery show that Plaintiffs or their agents acted inequitably in responding to its alleged harms, during the course of its investigation, or during this litigation, such conduct should be taken into account in assessing Plaintiffs' claims and whether, and to what extent, Plaintiffs are entitled to relief in this action. *See, e.g., Kauffman-Harmon v. Kauffman*, 307 Mont. 45 (2001). To the extent Plaintiffs sustained any injuries or incurred any expenses as alleged, such damages, if any, shall be diminished in the proportion to which culpable conduct attributable to Plaintiffs caused the damages. Mont. Code Ann. § 27-1-702.

43. Unique Reactions - The relief Plaintiffs seek was the direct result of pre-existing medical conditions, idiosyncratic reactions to medications, and/or occurred by operation of nature or as a result of circumstances over which Allergan had and continues to have no control.

44. Subrogation - Plaintiffs have failed to comply with the requirement that it identify each patient in whose claim(s) it has a subrogation interest.

45. Separation of Powers Doctrine - Plaintiffs' claims are barred or limited, in whole or in part, by the separation of powers doctrine.

46. Conformed with Law - Allergan's conduct alleged in the Complaint conformed to all state and federal statutes, regulations, and industry standards based upon the state of knowledge existing at the relevant time(s) alleged in the Complaint.

47. Principles of Equity - Numerous facts would render the imposition of injunctive relief, civil penalties, or other remedies inequitable here, including, but not limited to, the good-faith reliance on and interpretation of clinical data and medical literature, the absence of any intentional unlawful conduct, the course of Plaintiffs' investigation and pursuit of these claims, and the good-faith reliance on guidance for product communications published by the FDA.

48. Sophisticated-User Doctrine - Plaintiffs' claims are barred by the sophisticated-user doctrine. Because of their training and experience, doctors who prescribe opioids know or reasonably should know of the potential risks, and Allergan had no duty to warn and cannot be held liable for failing to warn of risks and complications of which members of the relevant medical community knew or should have known. *Jacobson v. Colo. Fuel & Iron Corp.*, 409 F.2d 1263, 1273 (9th Cir. 1969).

49. Commerce Clause - Plaintiffs' claims are barred, in whole or in part, by the Dormant Commerce Clause or Commerce Clause of the United States Constitution.

50. Duplicative Recovery - Plaintiffs seek duplicate or double recovery on the same injury or damage, contrary to Montana law.

51. Opinion - To the extent Plaintiffs seek to impose liability on Allergan for broad, general statements regarding the value or quality of products that were made to and reasonably understood by providers as opinion, such statements cannot constitute false representations as a matter of law.

52. Due Process and Ex Post Facto - Plaintiffs' claims are barred because they violate procedural and substantive due process rights under the Fourteenth Amendment to the U.S. Constitution and Article II of the Constitution of Montana, and the right to be free from retroactive or ex post facto laws as guaranteed by Article I, § 10 of the United States Constitution and Article II, § 31 of the Constitution of Montana.

53. Failure of Restitution or Rescission - Plaintiffs are not entitled to any relief in the form of restitution or rescission because they cannot restore the *status quo ante*.

54. Preemption – Generics - Any claims pertaining to generic medicines are preempted, as set forth in the United States Supreme Court's decisions in *PLIVA, Inc. v. Mensing*, 564 U.S. 604 (2011) and *Mutual Pharmaceuticals Co. v. Bartlett*, 570 U.S. 472 (2013).

55. Voluntary Payment - Each of Plaintiffs' claims are barred, in whole or in part, by the voluntary payment doctrine.

56. No Actionable Misrepresentation - Plaintiffs fail to plead any actionable misrepresentation or omission.

57. No Duty - Plaintiffs fail to plead any duty owed to Plaintiffs.

58. Adequate Remedy at Law - To the extent Plaintiffs attempt to seek equitable relief, Plaintiffs are not entitled to such relief because Plaintiffs have an adequate remedy at law and cannot otherwise satisfy the elements for equitable relief.

59. No Benefit from Plaintiffs - Each Plaintiff's claim for unjust enrichment is barred or limited because Allergan did not receive and retain any alleged benefit from Plaintiffs.

60. Outside the Scope of Agency or Employment - To the extent any agents, employees, or contractors of Allergan caused any of the damages alleged by Plaintiffs, such agents, employees, or contractors were acting outside the scope of the agency employment, or contract with Allergan, and any recovery against Allergan must be reduced by the proportionate fault of such agents, employees, or contractors.

61. Damages - Plaintiffs' damages are subject to applicable statutory and common law limitations. *See, e.g.*, Mont. Code Ann. § 27-1-302.

62. Corporate Veil - To the extent each Plaintiff's claims are based the alleged conduct of other Defendants, and Plaintiffs seek to impose liability on any Allergan Defendant only by virtue of that Defendant's ownership of another Defendant's shares, membership within another Defendant's unincorporated entity, or similar affiliation, Plaintiffs have failed to plead—and cannot prove—any allegations sufficient to support a claim to pierce the corporate veil or to otherwise hold any Allergan Defendant liable merely by virtue of its corporate affiliation with any other Defendant.

63. Release - Plaintiffs' claims are barred, in whole or in part, by the doctrine of release.

64. Derivative Injury - Plaintiffs' claims are barred, in whole or in part, by the doctrine of derivative injury.

65. Extraterritorial Reach - Plaintiffs' public nuisance claims are barred because the alleged public nuisances have impermissibly extraterritorial reach.

66. Open and Obvious Danger Doctrine - The claims set forth in the complaint are barred, in whole or in part, by the doctrines of and open and obvious danger. Prescription opioids products have associated known risks or dangers that can be unavoidable even within the scope of prescribed and intended use, but are reasonable in comparison to the benefits conferred. The risks of opioid medications, and the alleged incurred costs and/or injuries purportedly caused by opioid medications, were known (and disclosed) to plaintiffs, plaintiffs' contractors and agents, Montana consumers, and prescribing doctors for years.

67. Relief Unavailable. Declaratory judgment, injunction, or attorney's fees for these alleged claims are unavailable as a matter of law.

68. Deficient Public Nuisance Claim - Plaintiffs fail to identify a public nuisance, an interference with a public right, or how Allergan contributed to that nuisance.

69. Deficient Conspiracy Claim - Plaintiffs fail to identify any concerted action by Allergan to participate in any conspiracy.

70. Deference to DEA - Plaintiffs' claims are barred and/or this Court should defer this matter to the DEA, in whole or in part, pursuant to the doctrine of primary jurisdiction.

71. Deference to State Agencies - Plaintiffs' claims are barred and/or this Court should defer this matter to the appropriate state agencies, in whole or in part, pursuant to the doctrine of primary jurisdiction.

72. Acts of Third Parties. Each Plaintiff's injuries and damages, if any, are barred in whole or in part by the actions, omissions, and/or conduct of third parties, thus, any recovery should be reduced or barred by such parties' proportionate fault.

73. No Public Right. Plaintiffs' public nuisance claims are barred or limited because, among other reasons, no action of the defendants involved interference with real property, illegal conduct perpetrated by third-parties involving the use of an otherwise legal product does not involve a public right against the manufacturer sufficient to state a claim for public nuisance, the alleged public nuisance would have impermissible extraterritorial reach, and the alleged wrongful conduct of the defendants is too remote from the alleged "public" injury as a matter of law and due process.

Allergan Finance, LLC adopts by reference any additional applicable defense pled by any other defendants not otherwise pled herein.

DEMAND FOR JURY TRIAL

Allergan Finance, LLC hereby demands a trial by jury of all issues so triable. Allergan Finance, LLC also hereby reserves the right to remand each case to its original jurisdiction for trial.

WHEREFORE, Allergan Finance, LLC demands judgment dismissing Plaintiffs' Complaint in its entirety, together with costs and disbursements. Allergan Finance, LLC further demands such other relief, both general and specific, at law or in equity, to which it is justly entitled.

Dated: July 26, 2019

/s/ Donna Welch
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Counsel for Allergan Finance, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of July 2019, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF System. Copies will be served upon counsel of record by, and may be obtained through, the Court CM/ECF System.

/s/ Donna M. Welch
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